

**Superior Court of the State of California**  
**For the County of Orange**

ORANGE COUNTY WATER DISTRICT

*Plaintiff*

vs.

CITY OF CHINO, et al.,

*Defendants*

**NO. 117628**

**SETTLEMENT  
DOCUMENTS**

**STIPULATIONS**

**RE DISMISSAL OF CERTAIN DEFENDANTS**

**RE DISMISSAL OF CERTAIN CROSS-DEFENDANTS**

**FOR JUDGMENT**

**JUDGMENT**

**MAP OF SANTA ANA RIVER WATERSHED**

**ENGINEERING APPENDIX**

**ORDER APPOINTING WATERMASTER**

1969

**STIPULATIONS RE DISMISSAL  
OF  
CERTAIN DEFENDANTS**

FILED

APR 17 1968

W. E. ST. JOHN, County Clerk  
By        Deputy

SUPERIOR COURT FOR THE STATE OF CALIFORNIA  
FOR THE COUNTY OF ORANGE

ORANGE COUNTY WATER DISTRICT,

Plaintiff,

v.

CITY OF CHINO, et al.,

Defendants.

CITY OF CHINO, et al.,

Cross-Complainants,

v.

CITY OF ANAHEIM, et al.,

Cross-Defendants.

CORONA FOOTHILL LEMON COMPANY, et al.,

Cross-Complainants,

v.

CITY OF ANAHEIM, et al.,

Cross-Defendants.

CITY OF POMONA, a municipal corporation,

Cross-Complainant,

v.

CITY OF ANAHEIM, et al.,

Cross-Defendants.

No. 117628

STIPULATION AND ORDER  
RE DISMISSAL OF  
CERTAIN DEFENDANTS

1 CITY OF RIVERSIDE, et al.,  
2 Cross-Complainants,  
3 v.  
4 CITY OF ANAHEIM, et al.,  
5 Cross-Defendants.

6 BEAR VALLEY MUTUAL WATER COMPANY, et al.,  
7 Cross-Complainants,  
8 v.  
9 CITY OF ANAHEIM, et al.,  
10 Cross-Defendants.

11  
12 SAN BERNARDINO VALLEY MUNICIPAL WATER  
13 DISTRICT, a municipal water district,  
14 Cross-Complainant,  
15 v.  
16 CITY OF ANAHEIM, et al.,  
17 Cross-Defendants.

18 EAST SAN BERNARDINO COUNTY WATER  
19 DISTRICT, a county water district,  
20 Cross-Complainant,  
21 v.  
22 CITY OF ANAHEIM, et al.,  
23 Cross-Defendants.

24 CITY OF SAN BERNARDINO, a municipal  
25 corporation,  
26 Cross-Complainant,  
27 v.  
28 CITY OF ANAHEIM, et al.,  
29 Cross-Defendants.

30  
31  
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1 CITY OF REDLANDS, a municipal corporation, )  
2 Cross-Complainant, )  
3 v. )  
4 CITY OF ANAHEIM, et al., )  
5 Cross-Defendants. )  
6  
7 CITY OF COLTON, a municipal corporation, )  
8 Cross-Complainant, )  
9 v. )  
10 CITY OF ANAHEIM, et al., )  
11 Cross-Defendants. )  
12  
13 SAN BERNARDINO VALLEY WATER CONSERVATION )  
14 DISTRICT, a water conservation district, )  
15 Cross-Complainant, )  
16 v. )  
17 CITY OF ANAHEIM, et al., )  
18 Cross-Defendants. )  
19  
20 CITY OF RIALTO, a municipal corporation, )  
21 Cross-Complainant, )  
22 v. )  
23 CITY OF ANAHEIM, et al., )  
24 Cross-Defendants. )  
25  
26 BIG BEAR MUNICIPAL WATER DISTRICT, a )  
27 municipal water district, )  
28 Cross-Complainant, )  
29 v. )  
30 CITY OF ANAHEIM, et al., )  
31 Cross-Defendants. )  
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1 consideration of the stipulation by the undersigned defendants to  
2 the covenants hereinafter contained.

3       2. Acceptance of Physical Solution. The undersigned de-  
4 fendants hereby accept and adopt the physical solution set forth  
5 in the form of judgment attached hereto, subject to the provisions  
6 of Paragraph 3, below. Nothing herein contained, however, shall  
7 preclude the assertion, protection and preservation of the water  
8 rights of any of the undersigned defendants among themselves, nor  
9 shall any provision herein limit the flood control function of any  
10 flood control district.

11       3. Support of Conservation Activities. It is recognized  
12 that the physical solution in said Judgment contemplates that  
13 Orange County Water District and other entities downstream from  
14 Prado Dam will have full freedom to engage in any activities for  
15 conservation or storage of Storm Flow at or below Prado Reservoir  
16 subject only to flood control use. The undersigned defendants  
17 hereby covenant and agree not to oppose any project for conservation  
18 of Storm Flow in the storage capacity of Prado Reservoir below the  
19 514 foot contour above sea level which involves the impounding of  
20 Storm Flow in the Reservoir with controlled release at the maximum  
21 rate consistent with the hydrological capability of the downstream  
22 area to absorb such released flow and avoid waste to the ocean.

23       4. Water Quality Cooperation. Any of the undersigned de-  
24 fendants who participate directly in the management or control of  
25 sewage or other water treatment facilities agree that any water or  
26 effluent deposited by them into the Santa Ana River or its stream  
27 bed will not be of a lesser quality than will meet the present  
28 requirements of Santa Ana River Basin Regional Water Quality  
29 Control Board.

30       5. Execution in Counterpart. This stipulation may be exe-  
31 cuted in counterparts (each counterpart being an exact copy or  
32 duplicate of the original) and the signature pages from each

1 counterpart may be collected by the County Clerk and attached to a  
2 single copy of the stipulation for filing. Thereupon said filed  
3 document shall be considered as constituting one complete Stipula-  
4 tion for Dismissal.

5 Dated: October 1, 1968

6  
7 PILLSBURY, MADISON & SUTRO  
8 RUTAN & TUCKER

9 By James D. Rutan

ORANGE COUNTY WATER DISTRICT

By Henry T. Swanson  
President

By Jerry W. Owen  
Secretary

10  
11  
12  
13 Lyman W. Klopfer  
City Attorney

14 CLAYSON, STARK, ROTHROCK & MANN

15 By Donald W. Stark

CITY OF ONTARIO

By J. L. Lick  
Mayor

By Faye Myers  
Clerk

16  
17  
18 Lawrence B. Burch  
City Attorney

19 CLAYSON, STARK, ROTHROCK & Mann

20 By Donald W. Stark

CITY OF CHINO

By Bob B. McLeod  
Mayor

By August L. E. Egan  
Clerk

21  
22  
23 SURR & HELLYER

24 By John B. Surr

CUCAMONGA COUNTY WATER DISTRICT

By Robert D. Smith  
President

And Norman Wilson  
Secretary

CITY OF CORONA

By Sam Balbo  
Mayor

By Blenda M. Petersen  
Clerk

25  
26  
27  
28  
29  
30 \* \* \* City Attorney

\* \* \* Clerk \* \* \*

31 Note: Separate signature pages were attached to the filed original,  
32 but have been photographically consolidated for purposes of  
this printed copy.



CLAYSON, STARK, ROTHROCK & MANN

By

*Charles Stark*

TEMESCAL WATER COMPANY

By

*R. C. Thompson*

MEEKS & DALEY WATER COMPANY

By

*W. M. Green* Secy

AGUA MANSA WATER COMPANY

By

*W. M. Green* Secy

CORONA FOOTHILL LEMON COMPANY

By

*W. M. Green*

JOY WATER COMPANY

By

*W. M. Green*

\* \* \*

\* \* \*

\* \* \*

*Richard C. Brownell*  
City Attorney

CITY OF POMONA

By

*Richard C. Brownell*  
Mayor

TAYLOR & SMITH

By

*Edward Taylor*

By

*W. M. Green*  
Clerk

SOUTHERN CALIFORNIA WATER COMPANY

By

*R. L. Anthony*  
R. L. Anthony  
Vice President-Operations

\* \* \*

\* \* \*

\* \* \*

W E Manning  
City Attorney

CLAYSON, STARK, ROTHROCK  
& MANN

By Donald D. Felt

CITY OF UPLAND

By Harold M. Gibson  
Mayor

By Donna K. Carasick  
Clerk

WEST END CONSOLIDATED WATER CO.

By Theo Davis

C E Thomas

CHINO BASIN WATER CONSERVATION  
DISTRICT

By W F Allen

By Robert Williams

SAN ANTONIO WATER COMPANY

By P. J. McDaniel

C E Thomas

\* \* \*

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\* \* \*

Ernest A. Acland  
City Attorney

CLAYSON, STARK, ROTHROCK  
& MANN

By Donald D. Felt

CITY OF LA VERNE

By Chris Swindle  
Mayor

By Paul S. Lyndal  
Clerk

\* \* \*

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\* \* \*

CLAYSON, STARK, ROTHROCK  
& MANN

By

[Signature]

MONTE VISTA COUNTY WATER DISTRICT

By

[Signature]  
President

By

[Signature]  
Secretary 1930-1931

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\*\*\*

SUNKIST GROWERS, INC.

By

[Signature]  
SECRETARY

CLAYSON, STARK, ROTHROCK & MANN

By

[Signature]

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KAISER STEEL CORPORATION

By

[Signature]  
Vice President and Secretary

[Signature]  
Counsel

LONERGAN, JORDAN & GRESHAM

By

[Signature]

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CLAYSON, STARK, ROTHROCK & MANN

By

[Signature]

SOUTHWEST WATER COMPANY

By

Walker Hannon, F.V.F.

\*\*\*

\*\*\*

\*\*\*

ETIWANDA WATER COMPANY, a corporation

By

Robert L. Hickox  
Secretary

\*\*\*

\*\*\*

\*\*\*

SURR & HELLYER

By

John B. Surr

\* \* \*

EAST HIGHLANDS ORANGE COMPANY,  
a corporation

By

James P. [unclear]  
Office in [unclear], Secretary

\* \* \*

\* \* \*

KRONICK, MOSKOVITZ, TIEDEMANN  
and GIRARD

By

Adolph Moskowitz  
ADOLPH MOSKOVITZ

\* \* \*

JURUPA COMMUNITY SERVICES  
DISTRICT

By

Joseph M. [unclear]

\* \* \*

\* \* \*

KRONICK, MOSKOVITZ, TIEDEMANN  
and GIRARD

By

Adolph Moskowitz  
ADOLPH MOSKOVITZ

\* \* \*

VALENCIA MUTUAL WATER COMPANY

By

Marion B. Walls  
Secretary

\* \* \*

\* \* \*

KRONICK, MOSKOVITZ, TIEDEMANN  
AND GIRARD

Adolph Moskowitz  
Adolph Moskowitz

\* \* \*

BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE

Raymond T. [unclear]  
Chairman

ATTEST:

DONALD D. SULLIVAN, Clerk

By [unclear]  
Deputy

\* \* \*

\* \* \*

KRONICK, MOSKOVITZ, TIEDEMANN  
AND GIRARD

Adolph Moskowitz  
Adolph Moskowitz

\* \* \*

RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT

Raymond T. [unclear]  
Chairman  
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

DONALD D. SULLIVAN, Clerk

By [unclear]  
Deputy

\* \* \*

\* \* \*

KRONICK, MOSKOVITZ, TIEDEMANN  
and GIRARD

By Adolph Moskowitz  
ADOLPH MOSKOVITZ

\* \* \*

BEAUMONT IRRIGATION DISTRICT

By Harold Surtees

\* \* \*

\* \* \*

REDWINE AND SHERRILL

By Maurice C. Sherrill  
Maurice C. Sherrill  
Attorneys for Defendant West San  
Bernardino County Water District

\* \* \*

WEST SAN BERNARDINO COUNTY  
WATER DISTRICT

By Randolph C. McKinley  
Randolph C. McKinley  
President of the Board of  
Directors

\* \* \*

\* \* \*

CITY OF RIALTO

By Frank Louee

Joseph J. Zapata

\* \* \*

\* \* \*

\* \* \*

RIALTO MUTUAL WATER COMPANY

By Roy A. Cox

\* \* \*

\* \* \*

\* \* \*

RUNNING SPRINGS COUNTY WATER DISTRICT

By: Al Sturges  
President

Attest Amylinda M. Moore  
Secretary

(S E A L)

\* \* \*

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\* \* \*

Crest Forest County Water District

By: Alonzo R. Rame  
President

Attest: James A. McWhorter  
Secretary

(S E A L)

\* \* \*

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MUSCOY MUTUAL WATER COMPANY #1

GARST AND DILWORTH

By Ralph E. Stigel Pres

By James W. Dilworth A. E. Quaternman  
Attorneys for Defendant Secy.  
MUSCOY MUTUAL WATER COMPANY #1

\* \* \*

\* \* \*

\* \* \*

CITY OF COLTON

By Wilfred E. Kaney  
WILFRED E. KANEY  
Mayor

ATTEST:

GARST AND DILWORTH

E. A. Davis  
ELIZABETH DAVIS  
City Clerk

By James W. Dilworth  
Attorneys for City of Colton

Approved as to form:

Lawrence A. Hutton  
LAWRENCE A. HUTTON  
City Attorney

\* \* \*

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SURR & HELLYER

FONTANA UNION WATER COMPANY

By John B. Sur

By John F. Comstock  
Secretary

\* \* \*

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\* \* \*

SAN BERNARDINO VALLEY WATER  
CONSERVATION DISTRICT

By James D. Anderson  
President  
and E. J. Dwyer  
Secretary

Approved:

Paul D. Eastman  
Attorney

\* \* \*

\* \* \*

\* \* \*

COUNTY OF SAN BERNARDINO

By Ruben S. Ayala  
RUBEN S. AYALA, Chairman  
Board of Supervisors

SAN BERNARDINO COUNTY FLOOD  
CONTROL DISTRICT

By Ruben S. Ayala  
RUBEN S. AYALA, Chairman  
Board of Supervisors  
Governing Board of the  
San Bernardino County Flood  
Control District

STANFORD D. HERLICK  
County Counsel

By M. Crane Kitchel  
M. CRANE KITCHEL  
Assistant County Counsel  
Attorneys for Defendants  
County of San Bernardino and  
the San Bernardino County Flood  
Control District

\* \* \*

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BEST, BEST & KRIEGER

By: Arthur L. Krieger

WEST RIVERSIDE 350" WATER COMPANY

By: James D. Anderson

\* \* \*

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\* \* \*

WESTERN HEIGHTS WATER COMPANY, a corporation

By

Charles H. Spence, Jr. President

\* \* \*

\* \* \*

\* \* \*

SURR & HELLYER

By

John B. Surr

SOUTH MESA WATER COMPANY, a corporation

By

Gordon A. Greenleaf, President

\* \* \*

\* \* \*

\* \* \*

SURR & HELLYER

By

John B. Surr

NORTH FORK WATER COMPANY, a corporation

By

John L. Giffell, Secretary

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\* \* \*

SURR & HELLYER

By

John B. Surr

CHAPMAN ASSOCIATES, a partnership

By

C. S. Chapman, Jr.

C. S. Chapman, Jr.

C. S. Chapman, Jr.  
C. S. Chapman, Jr., as Trustee

Alice Ellen Chapman  
Alice Ellen Chapman

Sued herein as "Marigold Farms  
Company"

\* \* \*

\* \* \*

\* \* \*

LANGFORD RANCHES

By

Ernest R. Larsen  
Ernest R. Larsen, a partner

\* \* \*

\* \* \*

\* \* \*

IOAMOSA WATER COMPANY, a corporation

By

Charles H. Spence, Jr. President

\* \* \*

\* \* \*

\* \* \*



ROLLIN E. WOODBURY  
JOHN R. BURY  
O'MELVENY & MYERS  
LAUREN M. WRIGHT

SOUTHERN CALIFORNIA EDISON COMPANY

By John R. Bury

By Robert M. Coe  
Vice President

\* \* \*

\* \* \*

\* \* \*

SANTA ANA RIVER DEVELOPMENT COMPANY

By Dudley K. Wright  
Dudley K. Wright, of Wright and  
Finley, Attorneys for Santa Ana  
River Development Company.

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\* \* \*

BIG BEAR MUNICIPAL WATER DISTRICT

By Alexander R. Jones  
Counsel

By Harrell H. Altman

\* \* \*

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\* \* \*

EAST SAN BERNARDINO COUNTY  
WATER DISTRICT

SHERWOOD & DENSLOW GREEN

By Margaret T. Jones

By Denslow Green  
Denslow Green  
Attorneys for East San Bernardino  
County Water District.

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\* \* \*

BEST, BEST & KRIEGER

WEST RIVERSIDE 350" WATER COMPANY

By: Arthur L. Little

By: Walter D. Little

\* \* \*

\* \* \*

\* \* \*

TAYLOR & SMITH

CITY OF REDLANDS

By Howard Taylor

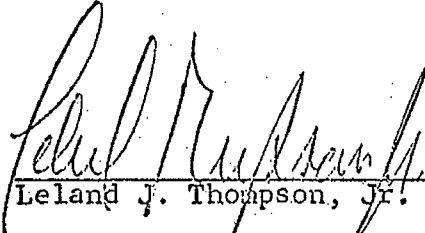
By Walter F. Burroughs  
Mayor

By Peggy H. Morley  
Clerk

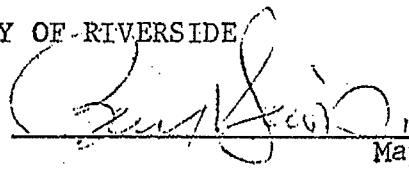
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Leland J. Thompson, Jr.

CITY OF RIVERSIDE

By:   
Mayor

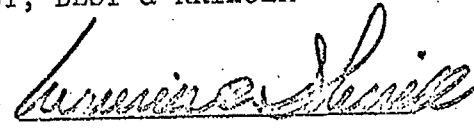
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REDWINE & SHERRILL  
BEST, BEST & KRIEGER

RIVERSIDE HIGHLAND WATER COMPANY

By: 

By: 

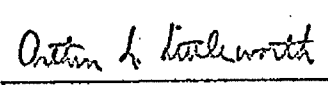
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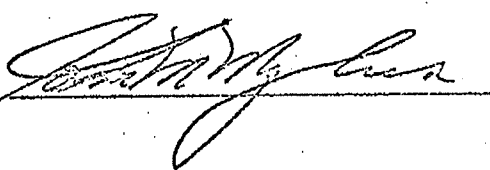
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BEST, BEST & KRIEGER

THE GAGE CANAL COMPANY

By: 

By: 

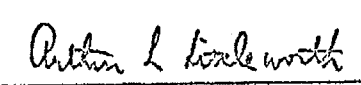
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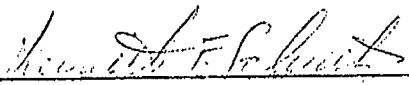
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MILLER AND CARDIN  
BEST, BEST & KRIEGER

RUBIDOUX COMMUNITY SERVICES  
DISTRICT

By: 

By: 

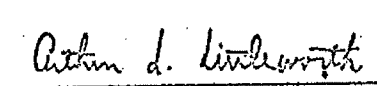
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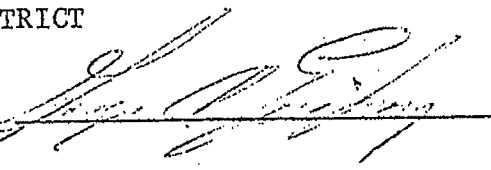
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BEST, BEST & KRIEGER

NORCO COMMUNITY SERVICES  
DISTRICT

By: 

By: 

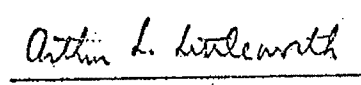
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\* \* \*

BEST, BEST & KRIEGER

LA SIERRA WATER COMPANY

By: 

By: 

\* \* \*

\* \* \*

\* \* \*

BOARD OF WATER COMMISSIONERS  
CITY OF SAN BERNARDINO

By

W. R. Holcomb, President

By

Herbert B. Wessel, Deputy  
City Clerk & Ex-Officio  
Secretary

CITY OF SAN BERNARDINO

By

Al Balluff  
Mayor

By

Jack E. Freeman  
City Clerk

G. Edward Fitzgerald  
Special Counsel for the City  
of San Bernardino.

\* \* \*

\* \* \*

\* \* \*

BEAR VALLEY MUTUAL WATER COMPANY,  
a corporation

By

Betty Languhan, Secretary

SURR & HELLYER

By

James L. Edwards  
Attorneys for Bear Valley  
Mutual Water Company

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\* \* \*

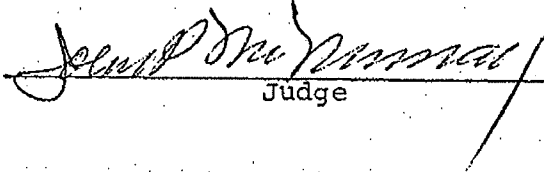
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ORDER OF DISMISSAL

Having read and approved the above Stipulation for Dismissal of Certain Defendants, and good cause appearing therefor,

IT IS HEREBY ORDERED that the Complaint in the above matter be dismissed as to each and every defendant herein, except Chino Basin Municipal Water District, Western Municipal Water District of Riverside County and San Bernardino Valley Municipal Water District.

Dated: APR 17 1969

  
Judge

**STIPULATIONS RE DISMISSAL  
OF  
CERTAIN CROSS-DEFENDANTS**

FILED

APR 17 1969

W. E. ST. JOHN, County Clerk  
By        Deputy

SUPERIOR COURT FOR THE STATE OF CALIFORNIA  
FOR THE COUNTY OF ORANGE

ORANGE COUNTY WATER DISTRICT,  
Plaintiff,

v.

CITY OF CHINO, et al.,  
Defendants.

CITY OF CHINO, et al.,  
Cross-Complainants,

v.

CITY OF ANAHEIM, et al.,  
Cross-Defendants.

CORONA FOOTHILL LEMON COMPANY, et al.,  
Cross-Complainants,

v.

CITY OF ANAHEIM, et al.,  
Cross-Defendants.

CITY OF POMONA, a municipal corporation,  
Cross-Complainant,

v.

CITY OF ANAHEIM, et al.,  
Cross-Defendants.

No. 117628

STIPULATION RE  
DISMISSAL OF CERTAIN  
CROSS-DEFENDANTS

1	CITY OF RIVERSIDE, et al.,	)
2	Cross-Complainants,	)
3	v.	)
4	CITY OF ANAHEIM, et al.,	)
5	Cross-Defendants.	)
6	<hr/>	
7	BEAR VALLEY MUTUAL WATER COMPANY, et al.,	)
8	Cross-Complainants,	)
9	v.	)
10	CITY OF ANAHEIM, et al.,	)
11	Cross-Defendants.	)
12	<hr/>	
13	SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT, a municipal water district,	)
14	Cross-Complainant,	)
15	v.	)
16	CITY OF ANAHEIM, et al.,	)
17	Cross-Defendants.	)
18	<hr/>	
19	EAST SAN BERNARDINO COUNTY WATER DISTRICT, a county water district,	)
20	Cross-Complainant,	)
21	v.	)
22	CITY OF ANAHEIM, et al.,	)
23	Cross-Defendants.	)
24	<hr/>	
25	CITY OF SAN BERNARDINO, a municipal corporation,	)
26	Cross-Complainant,	)
27	v.	)
28	CITY OF ANAHEIM, et al.,	)
29	Cross-Defendants.	)
30	<hr/>	
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32		

1 CITY OF REDLANDS, a municipal corporation,) )  
2 Cross-Complainant, ) )  
3 v. ) )  
4 CITY OF ANAHEIM, et al., ) )  
5 Cross-Defendants. ) )  
6 \_\_\_\_\_ ) )  
7 CITY OF COLTON, a municipal corporation, ) )  
8 Cross-Complainant, ) )  
9 v. ) )  
10 CITY OF ANAHEIM, et al., ) )  
11 Cross-Defendants. ) )  
12 \_\_\_\_\_ ) )  
13 SAN BERNARDINO VALLEY WATER CONSERVATION ) )  
14 DISTRICT, a water conservation district, ) )  
15 Cross-Complainant, ) )  
16 v. ) )  
17 CITY OF ANAHEIM, et al., ) )  
18 Cross-Defendants. ) )  
19 \_\_\_\_\_ ) )  
20 CITY OF RIALTO, a municipal corporation, ) )  
21 Cross-Complainant, ) )  
22 v. ) )  
23 CITY OF ANAHEIM, et al., ) )  
24 Cross-Defendants. ) )  
25 \_\_\_\_\_ ) )  
26 BIG BEAR MUNICIPAL WATER DISTRICT, a ) )  
27 municipal water district, ) )  
28 Cross-Complainant, ) )  
29 v. ) )  
30 CITY OF ANAHEIM, et al., ) )  
31 Cross-Defendants. ) )  
32 \_\_\_\_\_ ) )



1 RECITALS

2 1. The Case. The above action was filed on October 18,  
3 1963, seeking adjudication of the water rights of substantially  
4 all water users in the area tributary to Prado Dam in the Santa Ana  
5 River Watershed. By thirteen cross-complaints filed in 1968, more  
6 than 1,500 cross-defendants claiming rights in Orange County were  
7 added to said adjudication.

8 2. Proposed Physical Solution. As a means of settling  
9 this action, a physical solution has been negotiated by plaintiff  
10 Orange County Water District and defendants Chino Basin Municipal  
11 Water District, Western Municipal Water District of Riverside  
12 County, and San Bernardino Valley Municipal Water District. Said  
13 physical solution accomplishes a general inter-basin allocation of  
14 the natural water supply of the Santa Ana River system and leaves  
15 the determination and regulation of individual rights to the devel-  
16 opment and implementation of basin management plans within each of  
17 the major hydrologic units in the watershed.

18 3. It is proposed by cross-complainants to enter a dis-  
19 missal as to all cross-defendants other than Orange County Water  
20 District, conditioned only upon the acceptance of this stipulation  
21 by the cross-defendants who are listed as signatories herein below,  
22 and their agreement to cooperate with the physical solution.

23 STIPULATION

24 IT IS HEREBY STIPULATED by and between cross-complainants  
25 and the undersigned cross-defendants as follows:

26 1. Dismissal of Individual Cross-defendants. Cross-  
27 complainants agree, by and through their respective counsel, to  
28 the entry of an order by the Court dismissing, on the ground that  
29 they are not necessary parties to the physical solution, each and  
30 all of the individual cross-defendants herein excepting Orange  
31 County Water District. Said dismissals shall be in consideration  
32 of the stipulation by the undersigned cross-defendants to the

1 covenants hereinafter contained.

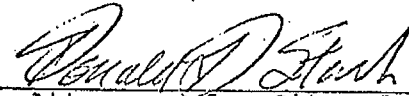
2 2. Acceptance of Physical Solution. The undersigned cross-  
3 defendants hereby accept and adopt the physical solution set forth  
4 in the form of Judgment attached hereto. Nothing herein contained,  
5 however, shall preclude the assertion, protection and preservation  
6 of the water rights of any of the undersigned cross-defendants  
7 among themselves, nor shall any provision herein limit the flood  
8 control function of any flood control district.

9 3. Support of Conservation Activities. It is recognized  
10 that the physical solution in said Judgment contemplates that  
11 Chino Basin Municipal Water District, Western Municipal Water Dis-  
12 trict of Riverside County, and San Bernardino Valley Municipal  
13 Water District, and other entities upstream from Prado Dam shall  
14 have full freedom to engage in any activities for conservation or  
15 storage above Prado Reservoir, provided that the Base Flow obliga-  
16 tions in Paragraphs 5(b) and (c) of the Judgment herein are ful-  
17 filled. The undersigned cross-defendants hereby covenant and  
18 agree not to oppose any such conservation or storage project.

19 4. Execution in Counterpart. This stipulation may be exe-  
20 cuted in counterparts (each counterpart being an exact copy or  
21 duplicate of the original) and the signature pages from each  
22 counterpart may be collected by the County Clerk and attached to a  
23 single copy of the stipulation for filing. Thereupon said filed  
24 document shall be considered as constituting one complete Stipula-  
25 tion for Dismissal.

26 Dated: April 16, 1969.

27 CLAYSON, STARK, ROTHROCK & MANN

28 By   
29 Attorneys for City of Chino  
and Others

30 \* \* \*

\* \* \*

\* \* \*

31 Note: Separate signature pages were attached to the filed origi-  
32 nal, but have been photographically consolidated for purposes  
of this printed copy.

JOHN WOODHEAD, City Attorney  
LELAND J. THOMPSON, Jr.

By *Leland J. Thompson*  
for City of Riverside

\* \* \*

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BEST, BEST & KRIEGER

By *Arthur L. Littleworth*  
for Riverside Highland Water  
Company and Rubidoux  
Community Services District

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CLAYSON, STARK, ROTHROCK & MANN

By *Conrad Stark*  
for Agua Mansa Water Company  
and Meeks & Daley Water  
Company

\* \* \*

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KRONICK, MOSKOVITZ & VANDERLAAN

By *Adolph Moskowitz*  
for Jurupa Community Services  
District, and Valencia  
Mutual Water Company

\* \* \*

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SAN BERNARDINO VALLEY MUNICIPAL  
WATER DISTRICT

By *Martin McDonough*  
Martin McDonough  
McDonough, Holland, Schwartz,  
Allen & Wahrhaftig  
520 Capitol Mall  
Sacramento, California 95814  
its attorney

\* \* \*

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\* \* \*

EAST SAN BERNARDINO COUNTY WATER  
DISTRICT, Cross-Complainant.

By: SHERWOOD & DENSLOW GREEN  
Attorneys at Law

By: *Donald Green*

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*Robert D. Tinsley*  
City Attorney  
for the City of Corona

CLAYSON, STARK, ROTHROCK & MANN

By: *Donald Stark*  
Attorneys for Corona Foothill Lemon  
Company, Edwin Earl, Jameson  
Company, Jameson Ranch Company, F.H.  
Johnson, Joy Water Company, Minnesota  
Mining & Manufacturing Company,  
Owens-Illinois, Inc., Sunkist  
Growers, Inc. for its Lemon Products  
Division, Temescal Water Company,  
Weisel Ranches

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SURR & HELLYER

By: *John B. Surr*  
Attorneys for Cross-Complainants  
Bear Valley Mutual Water Company  
Fontana Union Water Company  
Cucamonga County Water District

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CITY OF COLTON

By: *Wilfred E. Kaney*  
WILFRED E. KANEY  
Mayor

ATTEST:

*Elizabeth Davis*  
ELIZABETH DAVIS  
City Clerk

GARST AND DILWORTH

By: *James W. Dilworth*  
Attorneys for City of Colton

Approved as to form:

*Lawrence A. Hutton*  
LAWRENCE A. HUTTON  
City Attorney

\* \* \*

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BOARD OF WATER COMMISSIONERS  
CITY OF SAN BERNARDINO

By W. R. Holcomb  
W. R. Holcomb, President

By Herbert B. Wessel  
Herbert B. Wessel, Deputy  
City Clerk & Ex-Officio  
Secretary

CITY OF SAN BERNARDINO

By Col C Ballant  
Mayor

By Joseph C. Patton  
City Clerk

G. Edward Fitzgerald  
G. Edward Fitzgerald  
Special Counsel for the City of  
San Bernardino.

\* \* \*

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TAYLOR & SMITH

By Edward T. Taylor  
for City of Pomona and  
City of Redlands

\* \* \*

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SAN BERNARDINO VALLEY WATER  
CONSERVATION DISTRICT

By Conrad H. Duberstein  
President  
and E. J. Dibble  
Secretary

Approved:  
Paul H. Eystrand  
Attorney

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CITY OF RIALTO

By Frank Louwer

By Joseph J. Zappala

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BIG BEAR MUNICIPAL WATER DISTRICT

Raymond R. John By David H. Altman  
Counsel

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PILLSBURY, MADISON & SUTRO  
By James Thibault  
225 Bush Street  
San Francisco, California

RUTAN & TUCKER  
By Michael L. Leaster  
811 N. Broadway  
Santa Ana, California

ORANGE COUNTY WATER DISTRICT

By Henry T. Sargent  
President  
By George M. Owen  
Secretary  
1629 W. 17th Street, Santa Ana,  
California

\* \* \*

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COUNTY OF ORANGE

ATTEST:  
W. E. ST JOHN  
County Clerk and ex-officio  
Clerk of the Board of Super-  
visors of Orange County,  
California

By C. M. Featherly  
Chairman of its Board of Supervisors

By Michael L. Leaster  
Deputy

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ORANGE COUNTY FLOOD CONTROL DISTRICT

ATTEST:

W. E. ST JOHN  
County Clerk and ex-officio Clerk  
of the Board of Supervisors of  
Orange County, California

By C. M. Featherly  
Chairman of its Board of Supervisors

By Michael L. Leaster  
Deputy

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CITY OF FOUNTAIN VALLEY

By Edwin D. Martin, City Attorney

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CITY OF FULLERTON

ATTEST:

Virginia Fitzsimmons  
Fullerton City Clerk

By Louis R. Reinhardt  
Louis R. Reinhardt  
Mayor

By Ann M. York  
Deputy

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THE CITY OF GARDEN GROVE,  
By Its Mayor, REECE BALLARD.

Reece Ballard  
REECE BALLARD

\* \* \*

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CITY OF HUNTINGTON BEACH

By Don P. Bonfa  
DON P. BONFA  
City Attorney

\* \* \*

\* \* \*

\* \* \*

CITY OF LA PALMA

By John J. Westra  
MAYOR

ATTEST:

B. Tomlinson  
Deputy City Clerk

\* \* \*

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ORANGE COUNTY WATERWORKS DISTRICT NO. 8

By C. M. Featherly  
Chairman of the Board of Supervisors  
of the County of Orange, California,  
as the governing body of Orange County  
Waterworks District No. 8

ATTEST:

W. E. ST JOHN  
County Clerk and ex-officio Clerk  
of the Board of Supervisors of  
Orange County, California

By Mabel L. Lactaw  
Deputy

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CITY OF ANAHEIM

By Joseph B. Brink  
City Attorney of the  
City of Anaheim.

\* \* \*

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CITY OF BUENA PARK

By Jose M. Davis  
MAYOR

By Marguerite L. Chanson  
CITY CLERK

\* \* \*

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CITY OF CYPRESS

By Robert L. Bevelton  
Mayor

ATTEST:

John M. Engle  
City Clerk

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CITY OF NEWPORT BEACH

By

Doreen Marshall  
Doreen Marshall, Mayor

Tully V. Seymour  
Tully V. Seymour, City Attorney

ATTEST:

Laura Lagios  
Laura Lagios, City Clerk

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CITY OF ORANGE

By

Don E. Smith  
MAYOR

ATTEST:

Emilene M. Mason  
CITY CLERK

\* \* \*

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CITY OF SANTA ANA

By

William L. Mock  
WILLIAM L. MOCK  
City Attorney

\* \* \*

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CITY OF SEAL BEACH

By

Leo B. Babin  
City Manager

Attest:

Carol A. Weiss  
City Clerk

\* \* \*

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\* \* \*

CITY OF WESTMINSTER

By

Don M. Whang  
Mayor

ATTEST:

Katharine C. Harper  
City Clerk

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CARPENTER IRRIGATION DISTRICT

By *John D. Dike* President

By *Malvin D. Clement* Secretary

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SERRANO IRRIGATION DISTRICT

By *J. B. Holditch* President

By *W. H. Collins* Secretary

\* \* \*

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COSTA MESA COUNTY WATER DISTRICT

By *Paul R. Stuenkel* President

By *Ray Walker* Secretary

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EAST ORANGE COUNTY WATER DISTRICT

By *Ray D. Lewis* President

By *Alexander Burns* Secretary

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IRVINE RANCH WATER DISTRICT

By *William H. Emerson* General Manager

\* \* \*

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YORBA LINDA COUNTY WATER DISTRICT

By *Maurice Wagner* President

By *Jim E. Mathews* Secretary

\* \* \*

\* \* \*

COASTAL MUNICIPAL WATER DISTRICT

By William K. Patrick President <sup>PKL</sup>  
By James E. Owens Secretary <sup>TEH</sup>

\* \* \*

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ORANGE COUNTY MUNICIPAL WATER DISTRICT

By Steven P. Allen Vice President

ATTEST:

David A. Boyle  
Secretary

\* \* \*

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SOUTHERN CALIFORNIA WATER COMPANY

By William R. Lee (Executive Vice President)  
By Malcolm E. Tinsley Secretary

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TUSTIN WATER WORKS

By John A. Smith Vice President  
By Dudley B. Stark Asst. Secy.

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THE IRVINE COMPANY

By John M. Mann President  
By R. L. H. H. Assistant Secretary



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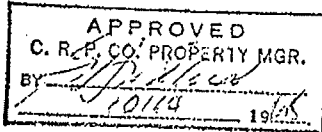
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CONSOLIDATED ROCK PRODUCTS COMPANY

By W. J. Best  
PRESIDENT



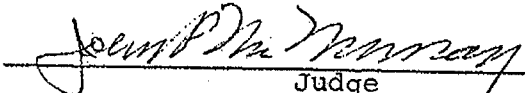
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ORDER OF DISMISSAL

Having read and approved the above Stipulation for Dismissal  
of Certain Cross-Defendants, and good cause appearing therefor,

IT IS HEREBY ORDERED that the Cross-Complaint in the above  
matter be dismissed as to each and every cross-defendant herein,  
except Orange County Water District,

Dated: APR 17 1999

  
\_\_\_\_\_  
Judge

**AGREEMENT WITH CITY OF POMONA**

## AGREEMENT

THIS AGREEMENT is made and entered into as of this 28 day of October, 1968, by and between CHINO BASIN MUNICIPAL WATER DISTRICT, herein called "District", and CITY OF POMONA, herein called "City".

### RECITALS

(a) Concurrently with the execution of this agreement, a stipulation for judgment is being filed in the matter of Orange County Water District v. City of Chino, et al., a general adjudication of water rights on the Santa Ana River in which District and City are both defendants. Said stipulated judgment includes a physical solution wherein District, together with other upstream municipal water districts, undertakes an obligation to assure a certain flow of water to Orange County Water District at Prado. Said physical solution is herein called the "Prado Settlement".

(b) Additional obligations of District are also set forth in an agreement between District and Western Municipal Water District of Riverside County, which agreement (a copy of which is appended hereto) is herein referred to as the "Allocation Agreement".

(c) City produces water from Chino ground water basin in an area outside the boundaries of District.

(d) It is the desire of the parties to provide for the payment of an equitable share of Settlement Costs by City to reimburse District.

## DEFINITIONS

As used in this agreement, the following terms shall have the meanings herein set forth:

(a) Chino Basin - refers in the aggregate to the ground water basins commonly known and designated as Chino and Cucamonga Basins.

(b) Obligation Index. The obligation index shall initially be computed by dividing the total of all ground water production from Chino Basin into the total production of City from wells within the Chino Basin, i.e., the area southeasterly of the San Jose Fault. The resulting index, expressed as a percentage, shall be the annual obligation index; provided, however, that when and if all or substantially all of the water rights in Chino Basin are adjudicated and the safe yield of said basin is determined, then the obligation index shall be derived by dividing the total production in any year from said Chino Basin in excess of its adjudicated safe yield into the total pumping by City from Chino Basin in excess of its adjudicated share of safe yield.

(c) Safe Yield. The long-term average annual net natural supply of water to Chino Basin.

(d) Settlement Costs. Settlement costs shall



include the following:

(1) Capital Costs of a 36 inch pipeline from the Ontario Sewer Treatment Plant to Prado Basin and of a tertiary treatment plant installed to treat waste water delivered in compliance with the Allocation Agreement. For purposes of computation, said Capital Costs shall be amortized over a 30 year period at 5 percent, and shall not be chargeable thereafter.

(2) Operating and Maintenance Costs involved in the treatment and delivery of said waste water to the Santa Ana River pursuant to the Prado Settlement.

(3) Any water required to be purchased in order to comply with District's obligation under the Prado Settlement.

(e) City's Share. Refers to an annual quantity derived by multiplying the Settlement Costs by the Obligation Index for any water year.

(f) Year - refers to a calendar year.

#### COVENANTS

NOW THEREFORE, IN CONSIDERATION of the dismissal of City from said adjudication case and the adoption and

acceptance of the physical solution in the Prado Settlement, and of the promises and covenants herein contained, the parties agree as follows:

1. District shall undertake and comply with the following conditions and obligations:

(a) Execute and file the Stipulation for Judgment implementing the Prado Settlement and assume under said judgment the primary obligation to supply the Chino Basin obligation for delivery of water at Prado to Orange County Water District.

(b) Finance and construct the necessary facilities to deliver waste water pursuant to the Allocation Agreement and to do all other acts necessary to implement said Allocation Agreement and Prado Settlement.

2. City shall pay annually on or before December 31, either City's Share of the Settlement Costs for the preceding year, or a dollar amount equal to eight times the Obligation Index times District's Primary Obligation for such year, whichever is less.

3. Arbitration. In the event of a dispute as to the construction, interpretation or implementation of this agreement or of the determination of any of the costs or delivery factors hereunder, the issues and disputes or matters requiring actions shall be submitted to binding arbitration.

For such purpose an agreed arbitrator shall be selected, or in the absence of an agreement, each party shall elect an arbitrator and they shall select a third. Said arbitrator, or three arbitrators acting as a board, shall take such evidence and make such investigation as seems appropriate and shall render a written decision on the matter in question. Decisions in arbitration shall be binding on the parties and may be enforced in any court of appropriate jurisdiction.

4. Re Stipulations for Dismissal of Defendants.

Performance by City of the covenants of this agreement shall constitute complete satisfaction of any requirement to accept and adopt the physical solution referred to in the Judgment and Stipulation for Dismissal of Certain Defendants in Action No. 117628, entitled Orange County Water District v. City of Chino, et al., in Orange County Superior Court.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed as of the day and date first above written.

Approved as to form:

CHINO BASIN MUNICIPAL WATER DISTRICT

CLAYSON, STARK, ROTHROCK  
& MANN

By

Donald Stark  
Attorneys for Chino  
Basin Municipal Water  
District

By

Carl B. Mainyale  
President

By

Ernest L. Heachler  
Secretary

Approved as to form:

CITY OF POMONA

By

Richard C. Brounell  
Mayor

By

R. H. H. H.  
Clerk

CBMWD -- WMWD AGREEMENT  
RE SATISFACTION OF JOINT OBLIGATION  
PRADO SETTLEMENT

THIS AGREEMENT is made and entered into as of this  
2<sup>nd</sup> day of October, 1968, by and between CHINO  
BASIN MUNICIPAL WATER DISTRICT (herein called "CBMWD") and  
WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY (here-  
in called "WMWD").

RECITALS

(a) Concurrently with the execution of this agree-  
ment, a stipulation for judgment has been executed termina-  
ting the stream system adjudication in the matter of Orange  
County Water District v. City of Chino, et al., Orange County  
Superior Court No. 117628 (herein called the "Case"). Said  
stipulated judgment includes a physical solution whereby  
CBMWD and WMWD undertake an obligation to assure a certain  
Base Flow at Prado, subject to appropriate adjustments. Said  
physical solution is herein called the "Prado Settlement".

(b) The obligation of CBMWD and WMWD under the Prado  
Settlement for the delivery of Base Flow at Prado is a joint  
obligation, the risks of which will be minimized by the  
guarantee by each party to this agreement that it will de-  
liver certain quantities of water to the river above Prado.  
CBMWD's contribution will enter the river from the north  
out of Chino Ground Water Basin and WMWD's contribution will

enter from the east through Riverside Narrows and from the south out of Corona Basin.

(c) It is the purpose of this agreement to define and specify the rights and obligations of the parties, inter se, insofar as satisfaction of said joint obligation under the Prado Settlement is concerned.

#### COVENANTS

NOW THEREFORE, IN CONSIDERATION of the premises and of the covenants hereinafter contained, the parties agree as follows:

1. Definitions. All terms specially defined in said stipulated judgment in the Case are used in this agreement in the context of said judgment. In addition, the following terms shall have the meanings herein set forth:

a. Primary Contribution -- refers to the obligation of each party hereto to cause to be delivered to the Santa Ana River, or vicinity, a quantity of water as hereinafter set forth. Such Primary Contribution shall not include the rising water at Riverside Narrows, underflow from Chino or Corona Ground Water Basins, or the quantity of effluent from the Jurupa Community Services District sewage treatment plant.

b. Adjusted Primary Contribution -- refers to the Primary Contribution actually delivered,

adjusted for quality pursuant to paragraph 3a, 3b and 3c hereof.

c. Place names -- shall refer to locations as shown on the map entitled "Santa Ana River, Riverside Narrows to Prado", attached hereto as Exhibit A.

2. Source and Nature of Primary Contributions. It is presently contemplated that the source of Primary Contributions will be effluent from municipal sewage treatment facilities within each district's corporate boundaries. In the case of CBMWD, it is intended that said water will include effluent from the treatment facilities serving the cities of Ontario, Upland, Fontana, Montclair and Chino, and Cucamonga County Water District, as well as any new municipal sewage treatment facilities which may hereafter be established within CBMWD. In the case of WMWD, said water will include effluent from the sewage treatment facilities serving the cities of Riverside and Corona. Supplemental, non-tributary waters may be delivered as a part of Primary Contribution, as well as waters from other sources such as ground water. In the event CBMWD finds it necessary during the first ten (10) years of operation of this agreement to produce ground water to make up a portion of its Primary Contribution, such production shall only be from wells located above the line shown on Exhibit "A" as "Pumping

Boundary". WMWD shall not produce ground water during said period for said purpose from wells located north of the Santa Ana River. After October 1, 1980, ground water shall not constitute a part of the Primary Contribution of either party hereto. Water deliveries in order to qualify as Primary Contribution shall be made in a manner and at a time which would allow said waters to qualify as Base Flow under said Prado Settlement.

3. Obligation for Primary Contributions and Quality Adjustment in Measurement Thereof. In any Water Year, each of the parties hereto shall be obligated, to the extent necessary to satisfy their joint obligation under the Prado Settlement, to deliver a Primary Contribution of 16,875 acre feet of Adjusted Primary Contribution. The quantity of Primary Contribution delivered during any year shall be subject to adjustment based on the weighted average annual TDS of all flows included therein, as follows:

a. CBMWD's Adjusted Primary Contribution

shall be derived by the following formula:

<u>Weighted Average TDS in PPM</u>	<u>Formula for Adjusted Primary Contribution</u>
Greater than 800	$Q - \frac{17.5}{16,875} Q \text{ (TDS-800)}$
700 - 800	$Q$
Less than 700	$Q + \frac{17.5}{16,875} Q \text{ (700-TDS)}$

b. WMND's Adjusted Primary Contribution  
shall be the sum of the Adjusted Primary Contribution from Riverside Narrows and Corona Basin, derived pursuant to the following formulae:

(1) Riverside Narrows

<u>Weighted Average TDS in PPM</u>	<u>Formula for Adjusted Primary Contribution</u>
Greater than 800	$Q - \frac{16}{15,250} Q \text{ (TDS-800)}$
700 - 800	$Q$
Less than 700	$Q + \frac{16}{15,250} Q \text{ (700-TDS)}$

(2) Corona Basin

<u>Weighted Average TDS in PPM</u>	<u>Formula for Adjusted Primary Contribution</u>
Greater than 1200	$Q - \frac{1.5}{1,625} Q \text{ (TDS-1200)}$
700 - 1200	$Q$
Less than 700	$Q + \frac{1.5}{1,625} Q \text{ (700-TDS)}$

Where: Q = Primary Contribution actually delivered.

4. Measurements and Measuring Devices. The method and point of delivery of Primary Contribution by each of the parties shall be specified by written addenda to this agreement and the necessary and agreed measuring devices



and facilities shall be installed at the expense of the party whose Primary Contribution is being so measured. Measurements shall be taken and records thereof maintained by the Management Committee administering this agreement.

5. Accounting. A continuing account shall be maintained by the Management Committee, which account shall reflect the Adjusted Primary Contribution, and the accumulated debit or credit of each party derived from its accumulated Primary Contribution obligation and the Adjusted Primary Contribution delivered. A summary report of the annual accounting hereunder shall be filed, for information purposes, with the Watermaster appointed in the Case. To the extent that accumulated credits or accumulated debits of the parties are equal, the Management Committee may, from time to time, reduce said cumulative data to zero for simplicity of accounting.

6. Obligation in Event of Shortage Under Prado Settlement. In the event there is an obligation to deliver water to OCWD under the Prado Settlement, water delivered for such purpose shall be credited as a portion of Primary Obligation to the account of any party delivering or causing the same to be delivered. Shortages shall be made up as follows:

- (a) To the extent that either party has an accumulated debit under the accounting for

Primary Contributions in excess of that of the other party, said accumulated debit shall be first made up by the deficient party before any make-up obligation is incurred to OCWD by the other party.

(b) To the extent that either party has an accumulated credit under the accounting for Primary Contributions in excess of that of the other party, such excess credit may be applied toward satisfaction of such party's share of any obligation to OCWD under the Prado Settlement, except in the case of an obligation resulting from failure to deliver the minimum annual quantities required under said Prado Settlement. In the event any substantial inequities should arise as a result of excessive accumulation of credits based on deliveries of poor quality water, appropriate adjustments shall be made by the parties.

(c) With the exception of the adjustments under subparagraphs (a) and (b) hereof, contributions of make-up water shall be equal.

7. Management Committee. CBMWD and WMWD shall each designate two representatives to a management committee for purposes of maintenance of accounts, ordering of make-up water, billings and related operational problems under

this agreement. Decisions of such committee shall be unanimous or the issues which cannot be thus resolved shall be submitted to arbitration.

8. Arbitration. In event of a dispute as to the construction, interpretation or implementation of this agreement or an inability of the Management Committee to make a unanimous decision in the administration of this agreement, the issues in dispute or matter requiring action shall be submitted to binding arbitration. For such purpose an agreed arbitrator shall be selected, or in absence of agreement each party shall select an arbitrator and they shall select a third. Said arbitrator or three arbitrators acting as a board, shall take such evidence and make such investigation as seems appropriate and shall render a written decision on the matter in question. Decisions in the arbitration shall be binding on the parties and may be enforced by the court in the Case.

9. Modification. In the event the Prado Settlement is modified by the Court under its continuing jurisdiction, it is contemplated that appropriate adjustments, if they are required, will be made by amendment to this agreement. To the extent that such modification cannot be obtained by mutual agreement, the Court in the Case shall have the power, as an incident to its continuing jurisdiction, to modify this agreement correspondingly.

10. Effective Date. The effective date of this agreement shall be October 1, 1970, and all obligations and accountings hereunder shall commence as of said date.

11. Filing of Agreement. This agreement and all addenda thereto, and amendments and modifications thereof, shall be filed in the Case.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed as of the day and date first above written.

Approved as to Form:

CLAYSON, STARK, ROTHROCK & MANN

By

Donald Stark  
Attorneys for Chino Basin  
Municipal Water District

CHINO BASIN MUNICIPAL WATER  
DISTRICT

By

Carl B. Macinaga  
President

By

Ernest L. Kechler  
Secretary

BEST, BEST & KRIEGER

By

Arthur L. Littleworth  
Attorneys for Western  
Municipal Water District  
of Riverside County

WESTERN MUNICIPAL WATER DIS-  
TRICT OF RIVERSIDE COUNTY

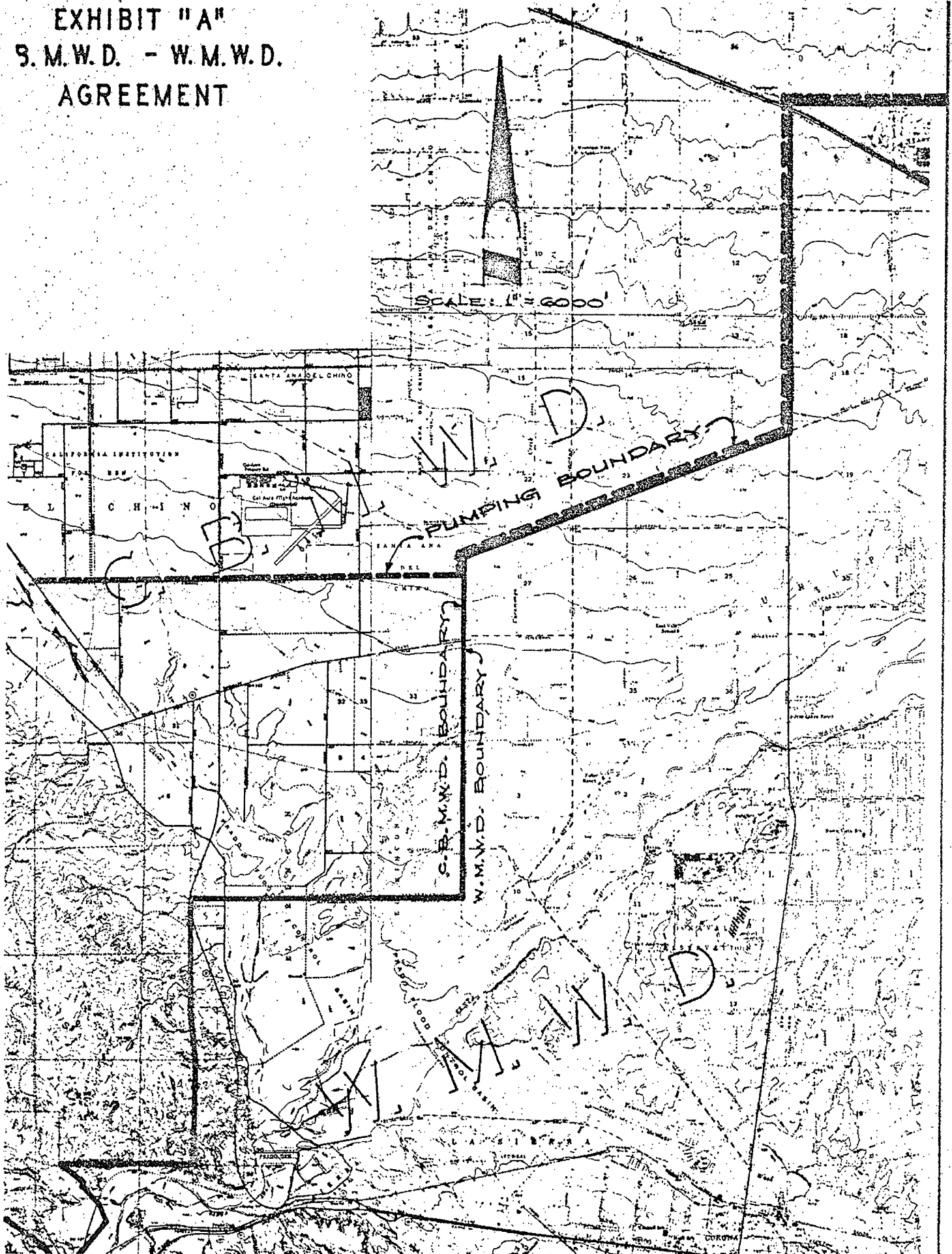
By

Sam M. [Signature]  
President

By

John [Signature]  
Secretary

EXHIBIT "A"  
S.M.W.D. - W.M.W.D.  
AGREEMENT



## **STIPULATIONS FOR JUDGMENT**

FILED

APR 17 1969

W. E. ST. JOHN, County Clerk  
By        Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF ORANGE

ORANGE COUNTY WATER DISTRICT,  
Plaintiff,

v.

CITY OF CHINO, et al.,  
Defendants.

CITY OF CHINO, et al.,  
Cross-Complainants,

v.

CITY OF ANAHEIM, et al.,  
Cross-Defendants.

CORONA FOOTHILL LEMON COMPANY, et al.,  
Cross-Complainants,

v.

CITY OF ANAHEIM, et al.,  
Cross-Defendants.

CITY OF POMONA, a municipal corporation,  
Cross-Complainant,

v.

CITY OF ANAHEIM, et al.,  
Cross-Defendants.

No. 117628

STIPULATION  
FOR JUDGMENT

1	CITY OF RIVERSIDE, et al.,	)
2	Cross-Complainants,	)
3	v.	)
4	CITY OF ANAHEIM, et al.,	)
5	Cross-Defendants.	)
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7	BEAR VALLEY MUTUAL WATER COMPANY, et al.,	)
8	Cross-Complainants,	)
9	v.	)
10	CITY OF ANAHEIM, et al.,	)
11	Cross-Defendants.	)
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13	SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT, a municipal water district,	)
14	Cross-Complainant,	)
15	v.	)
16	CITY OF ANAHEIM, et al.,	)
17	Cross-Defendants.	)
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19	EAST SAN BERNARDINO COUNTY WATER DISTRICT, a county water district,	)
20	Cross-Complainant,	)
21	v.	)
22	CITY OF ANAHEIM, et al.,	)
23	Cross-Defendants.	)
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25	CITY OF SAN BERNARDINO, a municipal corporation,	)
26	Cross-Complainant,	)
27	v.	)
28	CITY OF ANAHEIM, et al.,	)
29	Cross-Defendants.	)
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1 CITY OF REDLANDS, a municipal corporation,  
2 Cross-Complainant,  
3 v.  
4 CITY OF ANAHEIM, et al.,  
5 Cross-Defendants.  
6  
7 CITY OF COLTON, a municipal corporation,  
8 Cross-Complainant,  
9 v.  
10 CITY OF ANAHEIM, et al.,  
11 Cross-Defendants.  
12  
13 SAN BERNARDINO VALLEY WATER CONSERVATION  
DISTRICT, a water conservation district,  
14 Cross-Complainant,  
15 v.  
16 CITY OF ANAHEIM, et al.,  
17 Cross-Defendants.  
18  
19 CITY OF RIALTO, a municipal corporation,  
20 Cross-Complainant,  
21 v.  
22 CITY OF ANAHEIM, et al.,  
23 Cross-Defendants.  
24  
25 BIG BEAR MUNICIPAL WATER DISTRICT, a  
municipal water district,  
26 Cross-Complainant,  
27 v.  
28 CITY OF ANAHEIM, et al.,  
29 Cross-Defendants.  
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RECITALS

1. The Case. The complaint herein, filed October 18, 1963, seeks an adjudication of water rights against more than 2,500 water users in the area tributary to Prado Dam within the Santa Ana Watershed. Included among said defendants are defendants Chino Basin Municipal Water District, Western Municipal Water District of Riverside County and San Bernardino Valley Municipal Water District, herein referred to as "Upper Districts". By thirteen cross-complaints filed in 1968, said adjudication was extended to more than 1,500 water users in the area within said watershed downstream from Prado Dam, including plaintiff and cross-defendant Orange County Water District, herein called "Lower District". Substantially all individual defendants and cross-defendants have appeared in the case individually or as represented by Upper Districts or Lower District, respectively.

2. Negotiated Settlement and Physical Solution. The parties to this case have diligently pursued a settlement and physical solution in order to avoid the enormous and unwieldy litigation which is necessarily involved in disposition of such a plenary adjudication. A sound and equitable physical solution, in the nature of an inter-basin allocation, has been developed which can be implemented and enforced through the statutory power and financial ability of Upper Districts and Lower District and which does not require direct participation by, or limitation on the rights or practices of, individual defendants or cross-defendants in this litigation.

3. Dismissal of Individual Parties. Concurrently with the filing of this stipulation there are being filed two stipulations and orders for dismissal of the individual defendants (other than Upper Districts) and the individual cross-defendants (other than plaintiff and cross-defendant Lower District).

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1 way detract from the right of any party hereto to urge such Board  
2 or other appropriate agency to take action designed to change or  
3 enforce water quality requirements, objectives and policy.

4 Any of the undersigned defendants who participate directly  
5 in the management or control of sewage or other water treatment  
6 facilities agree that any water or effluent deposited by them into  
7 the Santa Ana River or its stream bed will not be of a lesser  
8 quality than will meet the present requirements of Santa Ana River  
9 Basin Regional Water Quality Control Board.

10 5. Prior Agreements. OCWD is the successor in interest to  
11 the rights of Anaheim Union Water Company and the Santa Ana Valley  
12 Irrigation Company, and, to the extent of its ownership of certain  
13 lands formerly held by the Santa Ana River Development Company,  
14 also to the rights of such company, in and to the following des-  
15 cribed written agreements. OCWD, for itself and as such successor  
16 in interest to said company, does hereby waive and release all  
17 right, title and interest in and to said agreements and the en-  
18 forcement thereof. Such agreements are described as follows:

19 (a) Agreement dated August 25, 1910, and  
20 amended May 12, 1917, between the Santa Ana River  
21 Development Company, the Santa Ana Valley Irriga-  
22 tion Company, the Anaheim Union Water Company, and  
23 The Gage Canal Company.

24 (b) Agreement dated October 2, 1909, and amended  
25 May 12, 1917 and November 2, 1925, between the Anaheim  
26 Union Water Company, the Santa Ana Valley Irrigation  
27 Company, the Santa Ana River Development Company and  
28 the Riverside Water Company.

29 (c) Agreement dated April 19, 1910, between  
30 the Santa Ana River Development Company, the Santa  
31 Ana Valley Irrigation Company, the Anaheim Union  
32 Water Company and the Riverside Highland Water Company.

(d) Agreement dated November 11, 1912, between the Sunny Slope Land Company and the Anaheim Union Water Company, the Santa Ana Valley Irrigation Company and the Santa Ana River Development Company.

(e) Agreement dated May 4, 1911, between the Rivino Water Company and Rivino Land Company, and the Santa Ana River Development Company, the Santa Ana Valley Irrigation Company and the Anaheim Union Water Company.

(f) Agreement dated July 3, 1911, between C. C. Pond, et al., and the Santa Ana River Development Company, the Santa Ana Valley Irrigation Company, and the Anaheim Union Water Company.

Dated:

PILLSBURY, MADISON & SUTRO

By James Michael  
225 Bush Street  
San Francisco, California

RUTAN & TUCKER

By Myron M. Rutan  
811 North Broadway  
Santa Ana, California

ORANGE COUNTY WATER DISTRICT

By Henry T. Engstrom  
President  
By Samuel W. Owen  
Secretary

1629 West 17th Street  
Santa Ana, California

CLAYSON, STARK, ROTHROCK & MANN

By Charles Stark  
601 South Main Street  
Corona, California

CHINO BASIN MUNICIPAL WATER DISTRICT

By Carl B. Macgregor  
President  
By Conrad L. Beechler  
Secretary

8555 Archibald Avenue  
Cucamonga, California

MC DONOUGH, HOLLAND, SCHWARTZ,  
ALLEN & WAHRHAFTIG

By Monte M. Donough  
520 Capitol Mall  
Sacramento, California

SAN BERNARDINO VALLEY  
MUNICIPAL WATER DISTRICT

By Conrad E. Brunsman  
President  
By S. R. Wadsworth  
Secretary

1350 South "E" Street  
San Bernardino, California

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BEST, BEST & KRIEGER

By Arthur L. Littleworth  
4200 Orange Street  
Riverside, California

WESTERN MUNICIPAL WATER  
DISTRICT OF RIVERSIDE COUNTY

By [Signature]  
President

By [Signature]  
Secretary

6377 Riverside Avenue  
Riverside, California

## JUDGMENT

FILED  
APR 17 1969

W. E. ST JOHN, County Clerk  
*CS*  
Deputy

ENTERED IN  
JUDGMENT BOOK

No. 362 Page 303  
Date APR 17 1969

SUPERIOR COURT FOR THE STATE OF CALIFORNIA  
FOR THE COUNTY OF ORANGE

ORANGE COUNTY WATER DISTRICT,  
Plaintiff,

v.

CITY OF CHINO, et al.,  
Defendants.

CITY OF CHINO, et al.,  
Cross-Complainants,

v.

CITY OF ANAHEIM, et al.,  
Cross-Defendants.

CORONA FOOTHILL LEMON COMPANY, et al.,  
Cross-Complainants,

v.

CITY OF ANAHEIM, et al.,  
Cross-Defendants.

CITY OF POMONA, a municipal corporation,  
Cross-Complainant,

v.

CITY OF ANAHEIM, et al.,  
Cross-Defendants.

No. 117628

JUDGMENT



1	CITY OF RIVERSIDE, et al.,	)
2	Cross-Complainants,	)
3	v.	)
4	CITY OF ANAHEIM, et al.,	)
5	Cross-Defendants.	)
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7	BEAR VALLEY MUTUAL WATER COMPANY, et al.,	)
8	Cross-Complainants,	)
9	v.	)
10	CITY OF ANAHEIM, et al.,	)
11	Cross-Defendants.	)
12	<hr/>	
13	SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT, a municipal water district,	)
14	Cross-Complainant,	)
15	v.	)
16	CITY OF ANAHEIM, et al.,	)
17	Cross-Defendants.	)
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19	EAST SAN BERNARDINO COUNTY WATER DISTRICT, a county water district,	)
20	Cross-Complainant,	)
21	v.	)
22	CITY OF ANAHEIM, et al.,	)
23	Cross-Defendants.	)
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25	CITY OF SAN BERNARDINO, a municipal corporation,	)
26	Cross-Complainant,	)
27	v.	)
28	CITY OF ANAHEIM, et al.,	)
29	Cross-Defendants.	)
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1 CITY OF REDLANDS, a municipal corporation, )  
2 Cross-Complainant, )  
3 v. )  
4 CITY OF ANAHEIM, et al., )  
5 Cross-Defendants. )  
6 \_\_\_\_\_ )  
7 CITY OF COLTON, a municipal corporation, )  
8 Cross-Complainant, )  
9 v. )  
10 CITY OF ANAHEIM, et al., )  
11 Cross-Defendants. )  
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13 SAN BERNARDINO VALLEY WATER CONSERVATION )  
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16 v. )  
17 CITY OF ANAHEIM, et al., )  
18 Cross-Defendants. )  
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21 Cross-Complainant, )  
22 v. )  
23 CITY OF ANAHEIM, et al., )  
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26 BIG BEAR MUNICIPAL WATER DISTRICT, a )  
27 municipal water district, )  
28 Cross-Complainant, )  
29 v. )  
30 CITY OF ANAHEIM, et al., )  
31 Cross-Defendants. )  
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EXHIBITS

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1 supply of the Santa Ana River system. Sufficient information and  
2 data of a general nature are known to formulate a reasonable and  
3 just allocation as between the major hydrologic sub-areas within  
4 the watershed, and such a physical solution will allow the public  
5 agencies and water users within each such major hydrologic sub-  
6 area to proceed with orderly water resource planning and develop-  
7 ment.

8 e. Parties. Orange County Water District, Chino Basin  
9 Municipal Water District, Western Municipal Water District of  
10 Riverside County and San Bernardino Valley Municipal Water District  
11 are public districts overlying, in the aggregate, substantially all  
12 of the major areas of water use within the watershed. Said dis-  
13 tricts have the statutory power and financial resources to imple-  
14 ment a physical solution. Accordingly, dismissals have been entered  
15 as to all defendants and cross-defendants other than said four pub-  
16 lic districts.

17 f. Cooperation by Dismissed Parties. As a condition of  
18 dismissal of said defendants and cross-defendants, certain of said  
19 parties have stipulated to cooperate and support the inter-basin  
20 water quality and water management objectives of the physical solu-  
21 tion and this Judgment.

22 DECREE

23 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

24 1. Jurisdiction. The Court has jurisdiction of the subject  
25 matter of this action and of the parties herein.

26 2. Exhibits. The following exhibits are attached to this  
27 Judgment and made a part hereof.

28 (a) Exhibit A -- map entitled "Santa Ana River  
29 Watershed", showing boundaries and other relevant  
30 features of the area subject to this Judgment.

31 (b) Exhibit B -- Engineering Appendix.

32 3. Definitions. As used in this Judgment, the following

1 terms shall have the meanings herein set forth:

2 (a) OCWD -- Orange County Water District,  
3 appearing and acting individually and in a represen-  
4 tative capacity for and on behalf of all riparian,  
5 overlying and other landowners, water users and in-  
6 habitants within said District pursuant to Subdivision  
7 7 of Section 2 of the Orange County Water District Act,  
8 as amended.

9 (b) CBMWD -- Chino Basin Municipal Water District,  
10 appearing and acting pursuant to Section 71751 of the  
11 California Water Code.

12 (c) WMWD -- Western Municipal Water District of  
13 Riverside County, appearing and acting pursuant to  
14 said Section 71751.

15 (d) SBVMWD -- San Bernardino Valley Municipal Water  
16 District, appearing and acting pursuant to said Section  
17 71751.

18 (e) Upper Districts -- CBMWD, WMWD and SBVMWD.

19 (f) Upper Area -- The area on Exhibit A which lies  
20 upstream from Prado.

21 (g) Lower Area -- The area on Exhibit A which lies  
22 downstream from Prado.

23 (h) Prado -- Said term shall be synonymous with  
24 Prado Dam, a facility constructed and maintained by the  
25 United States Corps of Engineers, as shown on Exhibit A.

26 (i) Riverside Narrows -- That bedrock narrows  
27 in the Santa Ana River indicated as such on Exhibit A.

28 (j) Storm Flow -- That portion of the total sur-  
29 face flow passing a point of measurement, which orig-  
30 inates from precipitation and runoff without having  
31 first percolated to ground water storage in the zone  
32 of saturation, calculated in accordance with procedures

1 referred to in Exhibit B.

2 (k) Base Flow -- That portion of the total sur-  
3 face flow passing a point of measurement, which re-  
4 mains after deduction of Storm Flow, and modified as  
5 follows:

6 (1) At Prado. Base Flow shall:

7 (i) include any water caused to be  
8 delivered by CBMWD or WMWD directly to  
9 OCWD, pursuant to its direction and control  
10 and not measured at the gages at Prado;

11 (ii) exclude any nontributary water  
12 or reclaimed sewage water purchased by  
13 OCWD and delivered into the river upstream  
14 and which subsequently passes Prado, and

15 (iii) exclude water salvaged from  
16 evapo-transpiration losses by OCWD on lands  
17 presently owned by it above Prado.

18 (2) At Riverside Narrows. Base Flow shall:

19 (i) include any water caused to be  
20 delivered by SBVMWD directly to CBMWD or  
21 WMWD pursuant to their direction and con-  
22 trol, or directly to OCWD with the consent  
23 of CBMWD and WMWD and pursuant to the direc-  
24 tion and control of OCWD, and not measured  
25 at the gage at Riverside Narrows;

26 (ii) exclude any nontributary water  
27 purchased by CBMWD, WMWD or OCWD and deliv-  
28 ered into the river upstream and which sub-  
29 sequently passes Riverside Narrows; and

30 (iii) exclude any effluent discharged  
31 from the City of Riverside sewage treatment  
32 plant.



1 (1) TDS -- Total dissolved solids determined as  
2 set forth in Exhibit B.

3 (m) Water Year -- The period from October 1 to  
4 the following September 30. Where reference is made  
5 herein to "year" or "annual", such terms shall be con-  
6 strued as referring to Water Year, unless the context  
7 indicates otherwise.

8 (n) Adjusted Base Flow -- Actual Base Flow in  
9 each year adjusted for quality as provided herein-  
10 below. Compliance with the respective obligations  
11 under Paragraph 5 shall be measured by the Adjusted  
12 Base Flow.

13 4. Declaration of Rights. Substantially all of the parties  
14 to this action, whether situate in Upper Area or Lower Area have or  
15 claim rights to the use of a portion of the water supply of the  
16 Santa Ana River system. In the aggregate, water users and other  
17 entities in Lower Area have rights, as against all Upper Area  
18 claimants, to receive an average annual supply of 42,000 acre feet  
19 of Base Flow at Prado, together with the right to all Storm Flow  
20 reaching Prado Reservoir. Water users and other entities in Upper  
21 Area have rights in the aggregate, as against all Lower Area claim-  
22 ants, to divert, pump, extract, conserve, store and use all surface  
23 and ground water supplies originating within Upper Area without  
24 interference or restraint by Lower Area claimants, so long as Lower  
25 Area receives the water to which it is entitled under this Judgment  
26 and there is compliance with all of its provisions.

27 5. Physical Solution. The Court hereby declares the  
28 following physical solution to be a fair and equitable basis for  
29 satisfaction of all said rights in the aggregate between Lower Area  
30 and Upper Area. The parties are hereby ordered and directed to  
31 comply with this Physical Solution and such compliance shall con-  
32 stitute full and complete satisfaction of the rights declared in

1 Paragraph 4 hereof.

2 (a) General Format. In general outline, SBVMWD  
3 shall be responsible for the delivery of an average  
4 annual amount of Base Flow at Riverside Narrows.  
5 CBMWD and WMWD shall jointly be responsible for an  
6 average annual amount of Base Flow at Prado. Inso-  
7 far as Lower Area claimants are concerned, Upper Area  
8 water users and other entities may engage in unlimited  
9 water conservation activities, including spreading,  
10 impounding and other methods, in the area above Prado  
11 Reservoir, so long as Lower Area receives the water  
12 to which it is entitled under the Judgment and there  
13 is compliance with all of its provisions. Lower Area  
14 water users and other entities may make full conser-  
15 vation use of Prado Dam and reservoir, subject only  
16 to flood control use.

17 (b) Obligation of SBVMWD. SBVMWD shall be re-  
18 sponsible for an average annual Adjusted Base Flow  
19 of 15,250 acre feet at Riverside Narrows. A contin-  
20 uing account, as described in Exhibit B, shall be  
21 maintained of actual Base Flow at Riverside Narrows,  
22 with all adjustments thereof and any cumulative debit  
23 or credit. Each year the obligation to provide Base  
24 Flow shall be subject to the following:

25 (1) Minimum Annual Quantities. Without  
26 regard to any cumulative credits, or any  
27 adjustment for quality for the current Water  
28 Year under subparagraph (2) hereof, SBVMWD  
29 each year shall be responsible at Riverside  
30 Narrows for not less than 13,420 acre feet of  
31 Base Flow plus one-third of any cumulative  
32 debit; provided, however, that for any year

1 commencing on or after October 1, 1986, when  
2 there is no cumulative debit, or for any year  
3 prior to 1986 whenever the cumulative credit  
4 exceeds 10,000 acre feet, said minimum shall  
5 be 12,420 acre feet.

6 (2) Adjustment for Quality. The amount  
7 of Base Flow at Riverside Narrows received  
8 during any year shall be subject to adjustment  
9 based upon the weighted average annual TDS in  
10 such Base Flow, as follows:

11 If the Weighted 12 Average TDS in 13 Base Flow at Riverside Narrows is:	Then the Adjusted Base Flow shall be determined by the formula:
14 Greater than 700 ppm	$Q - \frac{11}{15,250} Q \text{ (TDS-700)}$
15 600 ppm - 700 ppm	$Q$
16 Less than 600 ppm	$Q + \frac{11}{15,250} Q \text{ (600-TDS)}$

17 Where: Q = Base Flow actually received.

18 (3) Periodic Reduction of Cumulative Debit.

19 At least once in any ten (10) consecutive years  
20 subsequent to October 1, 1976, SBVMWD shall pro-  
21 vide sufficient quantities of Base Flow at Riverside  
22 Narrows to discharge completely any cumulative  
23 debits. Any cumulative credits shall remain on  
24 the books of account until used to offset any  
25 subsequent debits, or until otherwise disposed of  
26 by SBVMWD.

27 (c) Obligation of CBMWD and WMWD. CBMWD and  
28 WMWD shall be responsible for an average annual  
29 Adjusted Base Flow of 42,000 acre feet at Prado. A  
30 continuing account, as described in Exhibit B, shall  
31  
32

1 be maintained of actual Base Flow at Prado, with all  
2 adjustments thereof and any cumulative debit or  
3 credit. Each year the obligation to provide Base  
4 Flow shall be subject to the following:

5 (1) Minimum Annual Quantities. Without  
6 regard to any cumulative credits, or any adjust-  
7 ments for quality for the current Water Year  
8 under subparagraph (2) hereof, CBMWD and WMWD  
9 each year shall be responsible for not less than  
10 37,000 acre feet of Base Flow at Prado, plus one-  
11 third of any cumulative debit; provided, however,  
12 that for any year commencing on or after October 1,  
13 1986, when there is no cumulative debit, or for  
14 any year prior to 1986 whenever the cumulative  
15 credit exceeds 30,000 acre feet, said minimum  
16 shall be 34,000 acre feet.

17 (2) Adjustment for Quality. The amount of  
18 Base Flow at Prado received during any year  
19 shall be subject to adjustment based upon the  
20 weighted average annual TDS in Base Flow and  
21 Storm Flow at Prado as follows:

22 If the Weighted Average	Then the Adjusted Base
23 TDS in Base Flow and	Flow shall be deter-
Storm Flow at Prado is:	mined by the formula:

24 Greater than 800 ppm	$Q - \frac{35}{42,000} Q (TDS-800)$
-------------------------	-------------------------------------

25	
26 700 ppm - 800 ppm	$Q$

27	
28 Less than 700 ppm	$Q + \frac{35}{42,000} Q (700-TDS)$

29 Where: Q = Base Flow actually received.

30 (3) Periodic Reduction of Cumulative Debit.

31 At least once in ten (10) consecutive years sub-  
32 sequent to October 1, 1976, CBMWD and WMWD shall

1 provide sufficient quantities of Base Flow at  
2 Prado to discharge completely any cumulative  
3 debits. Any cumulative credits shall remain  
4 on the books of account until used to offset  
5 any subsequent debits, or until otherwise dis-  
6 posed of by CBMWD and WMWD.

7 (d) Inter-basin Export. Upper Districts are  
8 hereby restrained and enjoined from exporting water  
9 from Lower Area to Upper Area, directly or indirectly.  
10 OCWD is enjoined and restrained from pumping, produc-  
11 ing and exporting or directly or indirectly causing  
12 water to flow from Upper to Lower Area, except as to  
13 salvage of evapo-transpiration losses, as follows:  
14 OCWD owns certain lands within and above Prado Reser-  
15 voir on which it has or claims certain rights to sal-  
16 vage evapo-transpiration losses by pumping or otherwise.  
17 Pumping for said salvage purposes shall not exceed  
18 5,000 acre feet of ground water in any water year.  
19 Only the actual net salvage, as determined by the  
20 Watermaster, shall be excluded from Base Flow.

21 (e) Inter-basin Acquisition of Rights. The  
22 acquisition by Upper Districts or other Upper Area  
23 entities of Lower Area water rights shall in no way  
24 affect or reduce Lower Area's entitlement; and the  
25 acquisition of Upper Area water rights by OCWD or  
26 other Lower Area entities shall be deemed to be in-  
27 cluded within the aggregate entitlement of Lower Area  
28 and shall not increase said entitlement.

29 (f) Effective Date. Obligations under this  
30 physical solution shall accrue from and after  
31 October 1, 1970.

32 6. Prior Adjudications. So long as SBVMWD is in

1 compliance with the terms of the physical solution herein, OCWD is  
2 enjoined and restrained from enforcing the judgments listed below  
3 against SBVMWD or any entities within or partially within SBVMWD  
4 which have stipulated to accept and adopt such physical solution.  
5 So long as WMWD and CBMWD are in compliance with the terms of the  
6 physical solution, OCWD is enjoined and restrained from enforcing  
7 the judgments listed below against WMWD and CBMWD or any entities  
8 within or partially within WMWD or CBMWD which have stipulated to  
9 accept and adopt such physical solution.

10 (a) The Irvine Company, plaintiff, Orange County  
11 Water District, intervenor, vs. San Bernardino Valley  
12 Water Conservation District, et al., defendants,  
13 U. S. Dist. Ct., S.D. Cal. Civ. No. Y-36-M, judgments  
14 entered September 11, 1942 (Judgment Book 11 page 134),  
15 and recorded Book 1540 page 251 and Book 1541 page 85,  
16 Official Records of San Bernardino County.

17 (b) Orange County Water District vs. City of  
18 Riverside, et al., San Bernardino Superior Court  
19 No. 84671.

20 7. Watermaster. The Watermaster, when appointed by the  
21 Court, shall administer and enforce the provisions of this Judg-  
22 ment and the instructions and subsequent orders of this Court.

23 (a) Composition, Nomination and Appointment.  
24 The Watermaster shall consist of a committee com-  
25 posed of five (5) persons. CBMWD, WMWD and SBVMWD  
26 shall each have the right to nominate one represen-  
27 tative and OCWD shall have the right to nominate  
28 two (2) representatives to the Watermaster committee.  
29 Each such nomination shall be made in writing, served  
30 upon the other parties to the Stipulation for this  
31 Judgment and filed with the Court. Said Watermaster  
32 representatives shall be appointed by and serve at

1 the pleasure of and until further order of this Court.

2 (b) Watermaster Determinations. Each and every  
3 finding and determination of the Watermaster shall be  
4 made in writing certified to be by unanimous action  
5 of all members of the Watermaster Committee. In the  
6 event of failure or inability of said Watermaster  
7 Committee to reach unanimous agreement, the fact,  
8 issue, or determination in question shall forthwith  
9 be certified to this Court by the Watermaster, and  
10 after due notice to the parties and opportunity for  
11 hearing, said matter shall be determined by order of  
12 this Court.

13 (c) Annual Report. The Watermaster shall report  
14 to the Court and to each party in writing not more  
15 than five (5) months after the end of each Water  
16 Year, each of the items required by Paragraph 4 of  
17 the Engineering Appendix, Exhibit B hereto, and such  
18 other items as the parties may mutually request or  
19 the Watermaster may deem to be appropriate. All of  
20 the books and records of the Watermaster which are  
21 used in the preparation of, or are relevant to, such  
22 reported data, determinations and reports shall be  
23 open to inspection by the parties to the Stipulation  
24 for Judgment herein.

25 (d) Watermaster Service Expenses. The fees,  
26 compensation and expenses of each representative  
27 on the Watermaster shall be borne by the district  
28 which nominated such person. All other Watermaster  
29 service costs and expenses shall be borne by the  
30 parties in the following proportions:

31 OCWD - 40%

32 CBNWD - 20%

1 SBVMWD - 20%

2 WMWD - 20%

3 The Watermaster may from time to time in its discre-  
4 tion require advances of operating capital from the  
5 parties in said proportions.

6 8. Continuing Jurisdiction of the Court. Full jurisdic-  
7 tion, power and authority are retained and reserved by the Court  
8 for the purpose of enabling the Court, upon application of any  
9 party or of the Watermaster by motion and upon at least 30 days'  
10 notice thereof, and after hearing thereon:

11 (a) To make such further or supplemental orders  
12 or directions as may be necessary or appropriate for  
13 the construction, enforcement or carrying out of  
14 this Judgment, and

15 (b) To modify, amend or amplify any of the pro-  
16 visions of this Judgment whenever substantial changes  
17 or developments affecting the physical, hydrological  
18 or other conditions dealt with herein may, in the  
19 Court's opinion, justify or require such modification,  
20 amendment or amplification; provided, however, that  
21 no such modification, amendment or amplification shall  
22 change or alter (1) the average annual obligation of  
23 CBMWD and WMWD for delivery of 42,000 acre feet of  
24 Base Flow per year at Prado, (2) the average annual  
25 obligation of SBVMWD for delivery of 15,250 acre feet  
26 of Base Flow per year at Riverside Narrows, (3) the  
27 respective minimum Base Flows at Riverside Narrows and  
28 Prado, nor (4) the right of the parties to this Judg-  
29 ment or of those who stipulate to accept and adopt the  
30 physical solution herein to conserve or store flows.

31 9. Notices. All notices, requests, objections, reports  
32 and other papers permitted or required by the terms of this



1 Judgment shall be given or made by written document and shall be  
2 served by mail on each party and its attorney entitled to notice  
3 and where required or appropriate, on the Watermaster. For all  
4 purposes of this paragraph, the mailing address of each party and  
5 attorney entitled to notice shall be that set forth below its sig-  
6 nature in the Stipulation for Judgment, until changed as provided  
7 below. If any party or attorney for a party desires to change its  
8 designation of mailing address, it shall file a written notice of  
9 such change with the Clerk of this Court and shall serve a copy  
10 thereof by mail on the Watermaster. Upon receipt of any such  
11 notice, the Watermaster shall promptly give written notice there-  
12 of. Watermaster addresses for notice purposes shall be as speci-  
13 fied in the orders appointing each representative on the Water-  
14 master.

15 10. Successors. No party shall dissolve, nor shall it  
16 abandon or transfer all or substantially all of its powers or  
17 property, without first providing for its obligations under this  
18 Judgment to be assumed by a successor public agency, with the  
19 powers and resources to perform hereunder. Any such successor  
20 shall be approved by the Court after notice to all parties and an  
21 opportunity for hearing.

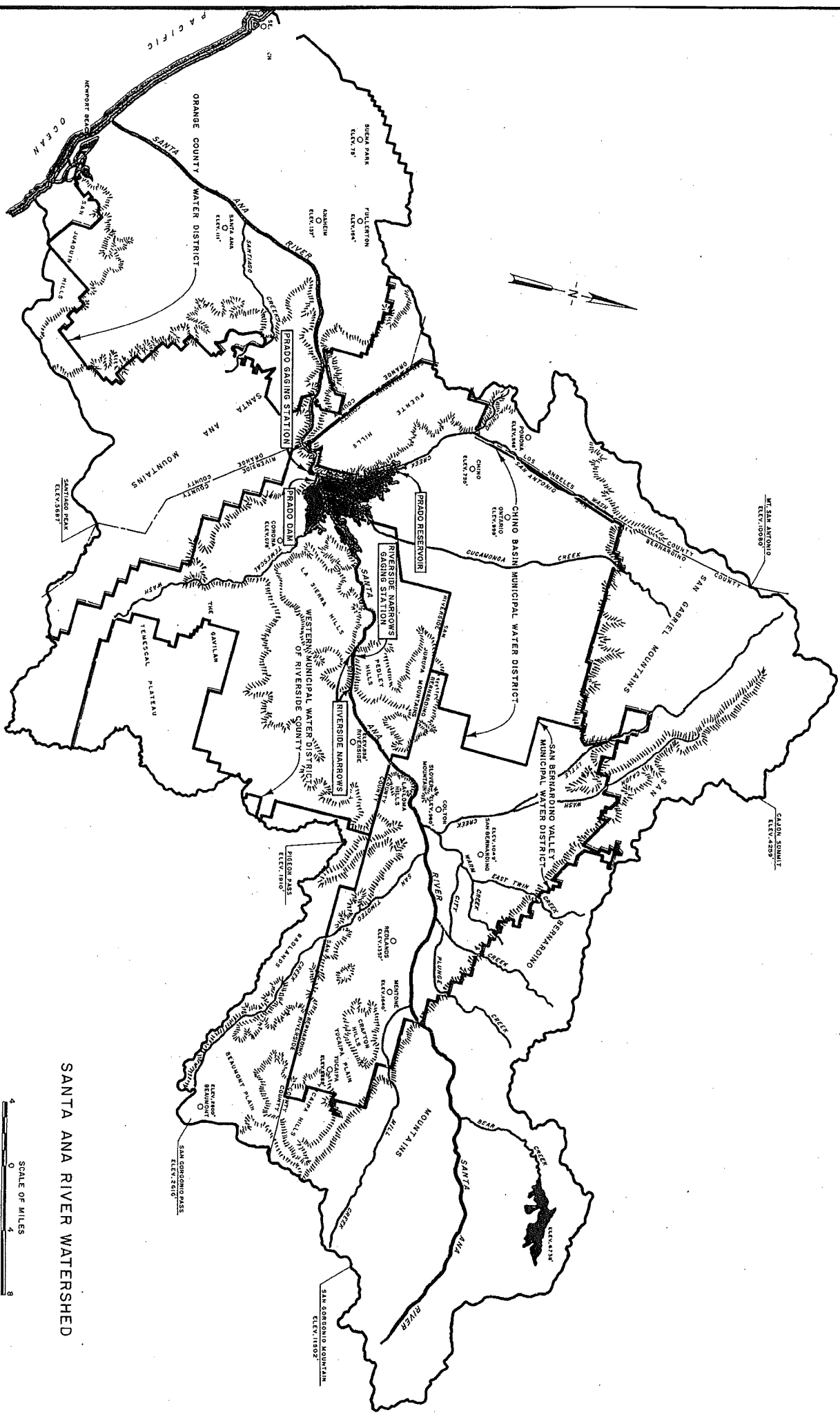
22 11. Future Actions. In the event that any Lower Area  
23 claimant shall in the future obtain from any court of competent  
24 jurisdiction a decree awarding to such claimant a right to receive  
25 a stated amount of water from the Upper Area for use in the Lower  
26 Area, any water delivered pursuant to such decree shall be consid-  
27 ered as part of Base Flow. In the event that the relief obtained  
28 by any such claimant is in the form of a restriction imposed upon  
29 production and the use of water in Upper Area, rather than a right  
30 to receive a stated amount of water, then notwithstanding the  
31 proviso in Paragraph 8, any Upper District may apply to the Court  
32 to modify the physical solution herein.

12. Costs. None of the parties shall recover any costs from any other party.

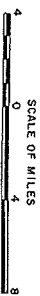
Dated: April 17, 1969

John P. Sandman  
Judge

# **MAP OF SANTA ANA RIVER WATERSHED**



SANTA ANA RIVER WATERSHED



## **ENGINEERING APPENDIX**

ENGINEERING APPENDIX

The purpose of the Engineering Appendix is to establish the basis for measurements, calculations and determinations required in the operation of the physical solution.

1. Measurements.

In administering the physical solution, it will be necessary to determine the quantity and quality of stream flow and flow in pipelines or other conveyance facilities at several points along the Santa Ana River. Watermaster shall make, or obtain from United States Geological Survey (USGS), flood control districts or other entities, all measurements necessary for making the determinations required by the Judgment.

a. Change in Measuring Device or Location.

If any measuring device used or useful in making such determinations is inoperative, abandoned, changed or moved, Watermaster shall estimate the quantity that would have been measured at the station had it been operative at its original location, or may use a substitute device or location.

b. Erroneous Measurement. If Watermaster determines there is an error in any measurement or record, he may utilize his estimate in lieu of said measurement or record.

c. Preliminary Records. Watermaster may utilize preliminary records of measurement. If revisions are subsequently made in the records, Watermaster may reflect such changes in subsequent accounting.

2. Determination of Flow Components.

Since the records available only provide data on the total quantity of surface flow and since storm runoff occurs during and following periods of rainfall, Watermaster must determine what portion of total measured surface flow at Prado and at Riverside

1 Narrows is Storm Flow and what portion is Base Flow.

2 Under paragraph 3(k) of the Judgment, certain categories of  
3 water are to be included or excluded from Base Flow. As such  
4 waters may or may not be measured by the USGS gages at Prado and/or  
5 Riverside Narrows, Watermaster must make appropriate adjustments to  
6 account for the same.

7 The parties, in reaching the physical solution provided for  
8 in the Judgment, used certain procedures to separate or scalp the  
9 Storm Flow from the total measured surface flow and to determine  
10 Base Flow. These procedures are reflected in the Work Papers of  
11 the engineers, bound copies of which shall be filed with the Water-  
12 master. Watermaster shall use either the same procedures or pro-  
13 cedures which will give equivalent results, giving due considera-  
14 tion to all sources of the surface flow measured at the gages, to  
15 changes in the amounts and the proportionate contributions of each  
16 source, and to changes in location of measuring points.

17 3. Water Quality Determinations.

18 It will be necessary to determine for each water year the  
19 weighted average Total Dissolved Solids (TDS) content of the Base  
20 Flow at Riverside Narrows and of the total flow at Prado.

21 TDS shall be determined by the method set forth under "B.  
22 Filterable Residual", starting on page 245 of Standard Methods for  
23 Examination of Water and Wastewater, Twelfth Edition, 1965, Library  
24 of Congress Catalog Card No. 55-1979. The drying temperature shall  
25 be 180° centigrade. Milligrams per liter (mg/l) shall be deemed  
26 equivalent to parts per million (ppm) for purposes of the Judgment.

27 a. Procedure at Prado.

28 (1) Determinations of the electrical  
29 conductivity at 25°C. near the gaging sta-  
30 tion at Prado shall be made or obtained.

31 (2) A sufficient number of determinations  
32 of TDS of the flow at the same point shall be

1 made or obtained to provide the relationship  
2 between TDS and electrical conductivity for  
3 all rates of flow. This relationship shall be  
4 used to determine the average daily TDS weighted  
5 by flow, for each day of the year. During periods  
6 of Storm Flow, samples shall be taken at least  
7 daily.

8 (3) The annual weighted average TDS of  
9 all waters passing Prado shall be determined.  
10 Any direct deliveries or flows which are in-  
11 cluded or excluded in the definition of Base  
12 Flow as set forth in paragraph 3(k) of the Judg-  
13 ment, shall be similarly included or excluded in  
14 the calculation of the annual weighted average  
15 TDS.

16 b. Procedure at Riverside Narrows. The proced-  
17 ure to adjust Base Flow at Riverside Narrows shall  
18 be the same as that outlined in paragraph a. above,  
19 except that the annual weighted average TDS of Base  
20 Flow only is to be determined. Therefore during  
21 periods of Storm Flow, the TDS of Base Flow shall  
22 be estimated.

23 4. Accounting.

24 Utilizing the appropriate obligations set forth in the  
25 Judgment and the measurements, calculations and determinations  
26 described in this Engineering Appendix, Watermaster shall maintain  
27 a continuing account for each year of the following items.

28 a. Prado Accounting.

29 (1) Base Flow at Prado. See Paragraph 2  
30 of this Engineering Appendix and Paragraph 3(k)  
31 of the Judgment.



- 1                   (2) Annual Weighted TDS of Total Flow  
2                   at Prado. See Paragraph 3a of this Engineer-  
3                   ing Appendix.
- 4                   (3) Annual Adjusted Base Flow. See Para-  
5                   graph 5(c)(2) of the Judgment and items (1)  
6                   and (2) above.
- 7                   (4) Cumulative Adjusted Base Flow. This  
8                   is the cumulation of quantities shown in item (3)  
9                   above.
- 10                  (5) Cumulative Entitlement of OCWD at Prado.  
11                  This is the product of 42,000 acre feet multi-  
12                  plied by the number of years after October 1,  
13                  1970.
- 14                  (6) Cumulative Credit or Debit. This is  
15                  item (4) minus item (5).
- 16                  (7) One-third of Cumulative Debit. This is  
17                  equal to one-third of any cumulative debit shown  
18                  in item (6) above.
- 19                  (8) Minimum Required Base Flow in Follow-  
20                  ing Year. This is the minimum quantity of Base  
21                  Flow at Prado which CBMWD and WMWD must jointly  
22                  cause to occur in the following year determined  
23                  in accordance with paragraph 5(c)(1) of the  
24                  Judgment and utilizing item (7) above.
- 25                  b. Riverside Narrows Accounting.
- 26                  (1) Base Flow at Riverside Narrows.  
27                  See Paragraph 2 of this Engineering Appendix  
28                  and Paragraph 3(k) of the Judgment.
- 29                  (2) Annual Weighted TDS of Base Flow at  
30                  Riverside Narrows. See Paragraph 3b of this  
31                  Engineering Appendix.
- 32                  (3) Annual Adjusted Base Flow. See

1 Paragraph 5(b)(2) of the Judgment and items  
2 (1) and (2) above.

3 (4) Cumulative Adjusted Base Flow. This is  
4 the cumulation of quantities shown in item (3)  
5 above.

6 (5) Cumulative Entitlement of CBMWD and  
7 WMWD at Riverside Narrows. This is the product  
8 of 15,250 acre feet multiplied by the number of  
9 years after October 1, 1970.

10 (6) Cumulative Credit or Debit. This is  
11 item (4) minus item (5).

12 (7) One-third of Cumulative Debit. This  
13 is equal to one-third of any cumulative debit  
14 shown in item (6) above.

15 (8) Minimum Required Base Flow in Follow-  
16 ing Year. This is the minimum quantity of  
17 Base Flow at Riverside Narrows which SBVMWD  
18 must cause to occur in the following year deter-  
19 mined in accordance with Paragraph 5(b)(1) of  
20 the Judgment and utilizing item (7) above.

## **ORDER APPOINTING WATERMASTER**

1 RUTAN & TUCKER  
MILFORD W. DAHL  
2 JAMES E. ERICKSON  
401 West 8th Street  
3 Santa Ana, California  
Telephone: 835-2200  
4  
5 PILLSBURY, MADISON & SUTRO  
JAMES MICHAEL  
WILLIAM C. MILLER  
6 ROBERT M. WESTBERG  
225 Bush Street  
7 San Francisco, California 94104  
8  
9 Attorneys for Plaintiff and  
Cross-Defendant, Orange County  
Water District.

FILED  
APR 2 - 1968

CLERK OF COURT  
C B Deputy

10  
11 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
12 FOR THE COUNTY OF ORANGE  
13

14 ORANGE COUNTY WATER DISTRICT,

15 Plaintiff,

16 vs.

17 CITY OF CHINO, et al.,

18 Defendants.

NO. 117628

ORDER

APPOINTING

WATERMASTER

19 CITY OF CHINO, et al.,

20 Cross-Complainants,

21 vs.

22 CITY OF ANAHEIM, et al.,

23 Cross-Defendants.  
24

25 Section 7 of the Judgment herein providing for the appoint-  
26 ment of a Watermaster, consisting of a committee composed of five  
27 persons, one of which to be nominated each by Chino Basin Municipi-  
28 pal Water District, Western Municipal Water District, San Bernar-  
29 dino Valley Municipal Water District, and two by the Orange County  
30 Water District; and

31 Such districts having made the following nominations in  
32 accordance with such provision:

1 Chino Basin Municipal  
2 Water District

WILLIAM J. CARROLL,

3 Western Municipal Water  
4 District

ALBERT A. WEBB,

5 San Bernardino Valley  
6 Municipal Water District

CLINTON HENNING,

7 Orange County Water  
8 District

JOHN M. TOUPS,

9 MAX BOOKMAN,

and GOOD CAUSE APPEARING THEREFOR;

10 IT HEREBY IS ORDERED that the following representatives to  
11 the Watermaster Committee are appointed and will serve at the  
12 pleasure of and until further order of this court, for the purpose  
13 of exercising the powers and duties of the Watermaster provided in  
14 Section 7 of such Judgment:

15 WILLIAM J. CARROLL

16 ALBERT A. WEBB

17 CLINTON HENNING

18 JOHN M. TOUPS

19 MAX BOOKMAN

20  
21 DATED: April 23, 1969.

22  
23  
24 JOHN P. McMURRAY  
25 JUDGE OF THE SUPERIOR COURT  
26  
27  
28  
29  
30  
31  
32